

1 WILDE & ASSOCIATES
2 Gregory L. Wilde, Esq.
3 Nevada Bar No. 004417
4 208 South Jones Boulevard
5 Las Vegas, Nevada 89107
6 Telephone: 702 258-8200
7 Fax: 702 258-8787

8 Deutsche Bank National Trust Company, as Trustee for Morgan Stanley Loan Trust 2006-NC2
9 09-74169

10 UNITED STATES BANKRUPTCY COURT
11 DISTRICT OF NEVADA

12 In Re:

13 Wayne E. Burns

14 Debtor.

09-20142-mkn

Date:

Time:

Chapter 13

15 **DECLARATION IN SUPPORT OF THE MOTION**
16 **FOR RELIEF FROM AUTOMATIC STAY**

17 THE UNDERSIGNED DECLARES AND STATES:

18 1) I am over eighteen years of age and am employed by Wells Fargo Bank Home
19 Mortgage dba America's Servicing Company servicer for Secured Creditor in the instant action. I have
20 personal knowledge of the foregoing, except as to those matters stated under information and belief,
21 and as to those matters I believe them to be true, and if called upon as a witness I could and would
22 competently testify thereto.

23 2) I am employed as the Bankruptcy Analyst with Wells Fargo Bank
24 Home Mortgage dba America's Servicing Company servicer for Secured Creditor and I am familiar
25 with Secured Creditor's treatment of loans involved in Bankruptcy proceedings. The records in
26 question are maintained under my control and supervision.

1 3) These documents include, but are not necessarily limited to, loan documents, including
2 promissory notes and deeds of trust and assignments kept in the ordinary course of business, entries
3 are made in the records of Deutsche Bank National Trust Company, as Trustee for Morgan Stanley
4 Loan Trust 2006-NC2, at or about the time of any loan activity reflecting that activity, and payment
5 histories on the subject loan.
6

7 4) Debtor's opposition to Secured Creditor's Motion For Relief From Automatic Stay
8 indicating that a loan modification is pending negotiations. Secured Creditor asserts that loan
9 modification was denied as the debtor failed obtain court consent as indicated in the Loan Modification
10 Agreement attached hereto at Exhibit "A". The Loan Modification denial letter was sent to debtor's
11 attorney on October 21, 2010 and is attached hereto as Exhibit "B".
12

13
14 I declare under penalty of perjury that the foregoing is true and correct.

15
16
17 BY:  _____
 Teresa Diaz-Cochran
 Bankruptcy Analyst

18 SUBSCRIBED AND SWORN TO before me, the undersigned notary public, on the November
19 19, 2010.

20
21  _____
 Notary Public

22 Joshua M Plummer
23 Notary Public
24 South Carolina
25 My Commission Expires August 12, 2020
26



September 03, 2010

WAYNE E BURNS
6300 LA MADRE WAY
LAS VEGAS NV 89130

NAME: WAYNE E BURNS
CASE: 0920142
WFHM: 108-1127042308

Dear Sir or Madam:

ASC previously obtained consent from your office to discuss workout options with the above referenced mortgagor(s). This letter is to advise that ASC is able to offer the mortgagors a plan that we hope is feasible and agreeable to both parties.

THE PROPOSED HAMP MODIFICATION WOULD CONSIST OF THE FOLLOWING CHANGES:

CURRENT TERMS		Proposed Modified Terms	
Current UPB	\$207,792.22	Modified UPB	\$249,582.52
Current Maturity Date	11/01/2035	Modified Mortgage Term	11/01/2035
Current Interest Rate	9.375%	Interest Rate	5.625%
Current Payment Due Date	11/01/2008	Post Modification Due Date	10/01/2010
Current P & I	\$1,784.01	Post Modification P & I	\$1,546.65
Current Payment Amount	\$1,975.82	Estimated Modified Payment amount	\$1,760.47
Amount Capitalizing	\$41,790.30	Initial Funds from Borrower(s)	Zero

Please review the proposal with your client. If the terms meet your approval as, in the best interest of your client, proceed by filing a petition with the bankruptcy court to gain their consent to modify the first mortgage. When written consent is obtained it should be forwarded to my attention. Once received, we will generate the loan documents to you for original signatures. ASC will then withdraw any proof of claim in this case and process, the modification as noted.

3476 STATEVIEW BLVD.FORT MILL, SC 29715
PHONE 800-274-7025 • FAX: 1-868-359-5154

EXHIBIT "A"

If the case has already closed, forward our office a copy of the release. If the terms are not satisfactory to you, please contact us and we will close the file with no further actions.

THE APPROVAL IS CONTINGENT ON COURT CONSENT OR RELEASE OF THE CASE.

With regards to a chapter 7 bankruptcy, due to the variance in requirements from district to district, ASC does not have a standard reaffirmation agreement to extend. If your client intends to reaffirm, please provide us with your district specific agreement. We will complete the required entries and return to your office for the required undue hardship analysis and filing with the respective court.

Please call me at the number listed below, should you have any questions. I can also be reached by email at GLENMCFADDEN@WELLSFARGO.COM

I thank you for your time and support in this case.

SINCERELY,

GLEN MCFADDEN

Cc: CHRISTIAN N. GRIFFIN

10/21/2010 9:04:50 PM -0500 ENTERPRISE FAX

PAGE 2 OF 3



October 21, 2010

CHRISTIAN GRIFFIN
1020 GRACES
LAS VEGAS, NV, 89101

NAME: WAYNE E BURNS
CASE: 0920142
LOAN: 106- 1127042308

RE: Request for workout options

Dear Sir or Madam:

After reviewing the information provided to us, we must advise you that the request made by your clients, as noted above, for a Loan Modification/Payment reduction has been declined for the following reason (S):

DECISION HIERARCHY: REMOVING FILE DUE TO FAILURE TO FILE PETITION WITH THE BANKRUPTCY COURTS TO GAIN CONSENT TO MODIFY THE MORTGAGE LOAN.

As the loan is still active in a bankruptcy, no other actions will proceed at this point and we are closing our file.

Please note that you still have the option of liquidating your interest in the property by either a Short Sale or Deed in Lieu of Foreclosure. The criteria to be considered for either option is (1) the property must be marketed for 90 days or more, (2) obtain a recent property appraisal, and (3) bankruptcy court approval. Once we receive verification that these criteria have been met, we will review the mortgage loan for a Short Sale or Deed in Lieu.

We regret that we could not be of greater assistance. If you have any further questions, please call us at (800) 274-7025, Monday through Friday, 8 AM to 8 PM, Central Time.

We are required by the Fair Debt Collection Practices Act to inform you that if your loan is currently delinquent or in default, as your loan servicer, we will be attempting to collect a debt, and any information obtained will be used for that purpose. However, if you have received a discharge, and the loan was not reaffirmed in the bankruptcy case, we will only exercise our right as against the property and are not attempting any act to collect the discharge debt from you personally

Sincerely,

Olga Nkashama.

Cc: BURNS E WAYNE

3476 STATEVIEW BLVD. FORT MILLS, SC 29715
PHONE: 800-274-7025 • FAX: 800-359-5154

10/21/2010 9:04PM (GMT-05:00)

EXHIBIT "B"

10/21/2010 9:04:50 PM -0500 ENTERPRISE FAX

PAGE 3 OF 3



October 21, 2010

WAYNE E BURNS
6300 LA MADRE WAY
LAS VEGAS NV 89130

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CASE: 0920142
LOAN: 106-1127042308

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Sincerely,

Olga Nkashama.

Cc: **WAYNE E BURNS**

3476 STATEVIEW BLVD. FORT MILLS, SC 29715
PHONE: 800-274-7025 • FAX: 866-359-3134

10/21/2010 9:04PM (GMT-05:00)

WILDE & ASSOCIATES

Electronically Filed on _____

Gregory L. Wilde, Esq.

Nevada Bar No. 004417

208 South Jones Boulevard

Las Vegas, Nevada 89107

Telephone: 702 258-8200

bk@wildelaw.com

Fax: 702 258-8787

and

MARK S. BOSCO, ESQ.

Arizona Bar No. 010167

TIFFANY & BOSCO, P.A.

2525 East Camelback Road, Suite 300

Phoenix, Arizona 85016

Telephone: (602) 255-6000

Deutsche Bank National Trust Company, as Trustee for Morgan Stanley Loan Trust 2006-NC2
09-74169

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In Re:

09-20142-mkn

Date:

Wayne E. Burns

Time:

Chapter 13

Debtor.

CERTIFICATE OF MAILING

1. On 11/30/10 I served the following document(s):

DECLARATION IN SUPPORT OF THE MOTION FOR RELIEF FROM AUTOMATIC
STAY

2. I served the above-named document(s) by the following means to the persons as listed below:

X a. ECF System

David Krieger

dkrieger@hainesandkrieger.com

Attorney for Debtor

1 Rick A. Yarnall
2 ecfmail@lasvegas13.com
3 Trustee

4 **X b. United States mail, postage fully prepaid:**

5 David Krieger
6 1020 Garces Ave.
7 Las Vegas, NV 89101
8 Attorney for Debtor

9 Rick A. Yarnall
10 701 Bridger Avenue #820
11 Las Vegas, NV 89101
12 Trustee

13 Wayne E. Burns
14 6300 West La Madre Way
15 Las Vegas, NV 89130
16 Debtor

17 IRS
18 Attention: Managing Agent
19 110 City Parkway, MS 5028
20 Las Vegas, NV 89106

21 **☐ c. Personal Service**

22 I personally delivered the document(s) to the persons at these addresses:

23 ☐ 1. For a party represented by an attorney, delivery was made by handing the
24 document(s) to the attorney's office with a clerk or other person in charge, or if no one is charge by
25 leaving the document(s) in a conspicuous place in the office.

26 ☐ 2. For a party, delivery was made by handing the document(s) to the party or by
leaving the document(s) at the person's dwelling house or usual place of abode with someone of suitable
age and discretion residing there.

1 ☐ **d. By direct mail**

2 Based upon the written assignment of the parties to accept service by email or a court order. I
3 caused the document(s) to be sent to the persons at the mail addresses listed below. I did not receive,
4 within a reasonable time after the transmission, any electronic message or other indication that the
5 transmission was unsuccessful.

6 ☐ **e. By fax transmission**

7 Based upon the written assignment of the parties to accept service by fax transmission or a court
8 order. I faxed the document(s) to the persons at the fax numbers listed below. No error was reported by
9 the fax machine that I used. A copy of the record of the fax transmission is attached.

10 ☐ **f. By messenger**

11 I served the document(s) by placing them in an envelope or package addressed to the persons at
12 the addresses listed below and providing them to a messenger for service.

13 **I declare under penalty of perjury that the foregoing is true and correct.**

14 DATED this ³⁰ day of November, 2010.

15 By: 
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